EXHIBIT 42

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1	UNITED STATES DISTRICT COURT	Page 1	1			
2	NORTHERN DISTRICT OF CALIFORNIA					
3	OAKLAND DIVISION					
4	CUDICTODUED CODCODAN of al					
5	CHRISTOPHER CORCORAN, et al. Plaintiff,					
6	vs. No. 15-CV-03504-YGR					
7	CVS PHARMACY, INC.,					
8	Defendant.					
9						
10						
11						
12						
13						
14	VIDEOTAPED DEPOSITION OF WILLIAM JOHN BARRE					
15						
16	Thursday, November 17, 2016					
17	12:59 P.M.					
18						
19	12670 High Bluff Drive					
20	San Diego, California					
21						
22						
23	Reported by:					
24	Harry Alan Palter					
25	CSR No. 7708, Certified LiveNote Reporter					

4		Ι/	
	Page 2		Page
1 2	APPEARANCES:	1	INDEX TO EXHIBITS
3	For Plaintiffs:	2	WILLIAM JOHN BARRE Corcoran vs. CVS Pharmacy, Inc.
4	STEIN MITCHELL CIPOLLONE BEATO & MISSNER	4	Thursday, November 17, 2016
5	BY: ROBERT B. GILMORE Attorney at Law	5	Harry Alan Palter, CSR No. 7708
,	1100 Connecticut Avenue, NW, Suite 1100	6	india ration, on the tree
6	Washington, DC 20036	7	MARKED DESCRIPTION PAGE
7	202.601.1589 Fax 202.352.1877 E-mail: rqilmore@steinmitchell.com	8	Defense Exhibit 299 CVS Pharmacy, Inc.'s
8	2		Amended Notice of
0	For CVS:	9	Videotaped Deposition
9	WILLIAMS & CONNOLLY LLP		of Bill Barre
10	BY: COLLEEN MCNAMARA	10	Defense Dubibit 200 MedTunest MedGene
11	GRANT GEYERMAN (TELEPHONICALLY)	11	Defense Exhibit 300 MedImpact MedCare 2: Pharmacy Network
11	Attorneys at Law 725 Twelfth Strreet, NW	12	Agreement, CVSC-0333819
12	Washington, D.C. 20005		through CVSC-0333863
13	202.434.5186	13	<u>-</u>
13	ggeyerman@wc.com		Defense Exhibit 301 Salesforce document, 3
14		14	MEDIMPACT000001 through
15 16	For the Deponent: THE PHOENIX LAW GROUP		MEDIMPACT000003
10	BY: CANDIDA RUESGA	15	P1 1 1 1 5 5 7 1 11 11 50 5 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7
17	Attorney at Law	16	Plaintiff Exhibit 606 TP Contracts Indexing 6
18	8765 East Bell Road, Suite 110 Scottsdale, Arizona 85260	17	Form, CVSC-0006048 through CVSC-0006081
10	480.444.3500	18	cinough evac-0000001
19	E-mail: cruesga@phoenixlawgroup.com	19	•
20	Videographer:	20	
21	videographer.	21	
20	Ryan LaFond	22	
22 23		23	
24		24 25	
25		23	
	Page 3		Page
1	INDEX	1	San Diego, California
2	PAGE	2	Thursday, November 17, 2016; 12:59 P.M.
3	APPEARANCES 2	3	
4	PROCEEDINGS 5	4	
5		5	THE VIDEOGRAPHER: All right. Good
6	INDEX TO EXAMINATION	6	afternoon. We are on the record.
	INDEX TO EXAMINATION	_	
7		7	This is the videotaped deposition of Bil.
8	WITNESS: WILLIAM JOHN BARRE	8	Barre in the matter of Christopher Corcoran, et al.
9		9	vs. CVS Pharmacy, Inc. This deposition is taking
10	EXAMINATION OF:	10	place at 12670 High Bluff Drive, San Diego,
	Bill Barre	11	California 92130. Today's date is November 17th,
11		12	2016. Time on the record is 12:59.
	BY MS. McNAMARA 6 88		
12	BY MS. McNAMARA 6, 88	12	My name is Dyan In-Eand I'm the
12 13	BY MS. McNAMARA 6, 88 BY MR. GILMORE 50	13	My name is Ryan LaFond. I'm the
12 13 14	BY MR. GILMORE 50	14	videographer with U.S. Legal Support. Our certified
12 13 14	,		
12 13 14 15	BY MR. GILMORE 50	14	videographer with U.S. Legal Support. Our certified
12 13 14 15 16	BY MR. GILMORE 50 WITNESS DECLARATION 90	14 15	videographer with U.S. Legal Support. Our certified court reporter is Harry Palter. Video and audio
12 13 14 15 16	BY MR. GIIMORE 50 WITNESS DECLARATION 90 DEPOSITION ERRATA SHEET 91	14 15 16	videographer with U.S. Legal Support. Our certified court reporter is Harry Palter. Video and audio recording will take place, unless all counsel have
12 13 14 15 16 17	BY MR. GILMORE 50 WITNESS DECLARATION 90 DEPOSITION ERRATA SHEET 91 REPORTER'S CERTIFICATE 92	14 15 16 17 18	videographer with U.S. Legal Support. Our certified court reporter is Harry Palter. Video and audio recording will take place, unless all counsel have agreed to go off the record. Would all present please identify
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1	Page 66 type of a card, program, enrollment, anything else	1	Page 68 Q And nor does this definition of "usual
2	of that nature, so simply walking in off the street,	2	and customary" have a expressed written exception
3	what would that person expect to pay at the	3	that if you have to pay a fee for a discount that
4	point-of-sale at CVS. And that would be defined as	4	doesn't that's not included?
5	the cash price, the usual and customary price or	5	MS. McNAMARA: Objection. The document
6	that lowest price.	6	speaks for itself.
7	Q Let me focus on the lowest price.	7	THE WITNESS: As I read this definition,
8	Why does MedImpact want to have a	8	I don't see that included.
9	definition of "usual and customary price" that calls	9	BY MR. GILMORE:
10	that price the lowest price that a pharmacy's	10	Q You've referred several times today to a
11	offering?	11	distinction between active and passive discount
12	MS. McNAMARA: Objection. Foundation.	12	programs; right?
13	THE WITNESS: We would want to ensure	13	A Active and passive pricing, yes.
14	that a consumer coming in without taking any other	14	Q That distinction you're referring to,
15	activity this passive definition we referred to	15	again, isn't written into this definition of "usual
16	earlier, that the consumer end plan would benefit	16	and customary price" that MedImpact and CVS agreed
17	from whatever that price would be.	17	to?
18	It would be a challenge to go to either a	18	MS. McNAMARA: Objection. The document
19	consumer or to a plan and say, "Congratulations.	19	speaks for itself.
20	You used the card, and it cost more than if you were	20	THE WITNESS: As I read this, I don't see
21	to simply walk off the street and not use any type	21	those words specified.
22	of a card, or program, or anything of that nature."	22	BY MR. GILMORE:
23	Member disruption back to the plan	23	Q Can you point me to any written
24	in most cases it really reflects to the individual.	24	communication that you're aware of where MedImpact
25	But even if it reflects back to the plan, ensuring	25	memorializes that active vs. passive discount
23	but even if it refreeds buck to the plan, charing	23	memorrarizes chae decive vs. passive discours
	Page 67		Page 69
1	Page 67 that that price would take place.	1	Page 69 program that distinction that you're referring
1 2		1 2	
	that that price would take place.		program that distinction that you're referring
2	that that price would take place. We'd also look, when we would define	2	program that distinction that you're referring to aren't to be considered usual and customary
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1	Page 90 DECLARATION UNDER PENALTY OF PERJURY	1	Page 92
2		2)
3	I, William John Barre, do hereby certify under	3	COUNTY OF SAN DIEGO)
4	penalty of perjury that I have read the foregoing	4	
5	transcript of my deposition taken on November 17, 2016;	5	
6	that I have made such corrections as appear noted on the	6	I, Harry A. Palter, a Certified Shorthand
7	Deposition Errata Sheet, attached hereto, signed by me;	7	Reporter of the State of California, do hereby certify:
8	that my testimony as contained herein, as corrected, is	8	That prior to being examined, the witness in
9	true and correct.	9	the foregoing proceedings was by me duly sworn to
10		10	testify to the truth, the whole truth, and nothing but
11	Dated this day of, 20, at	11	the truth;
12		12	That said proceedings were taken before me at the time and place therein set forth and were taken down
13		14	by me in shorthand and thereafter transcribed into
14		15	typewriting under my direction and supervision;
15		16	I further certify that I am neither counsel
16	William John Barre	17	for, nor related to, any party to said proceedings, nor
17		18	in any way interested in the outcome thereof.
18		19	In witness whereof, I have hereunto
19		20	subscribed my name.
20		21	Dated: November 18, 2016
21		22	
22		23	Olean to Take
23		24	
24			HARRY ALAN PALTER
25		25	CSR No. 7708
3 4 5 6 7 8 9 10 11 12 13	Change: Reason for change: Page No Line No Change: Reason for change: Page No Line No Change: Reason for change: Page No Line No Page No Line No Change: Page No Line No Reason for change:		
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21	Change:		
22 23 24	Reason for change:		
25	William John Barre Dated		